

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
DIVISION OF JUDGES**

**SILVER SERVICES GROUP CORP. AND  
PRECISE SERVICES CORP., ALTER EGO AND  
SUCCESSOR**

**Respondent**

**and**

**Case: 22-CA-230596**

**LABORERS LOCAL 79, LABORERS  
INTERNATIONAL UNION OF NORTH  
AMERICA**

**Charging Party**

*Michael P. Silverstein, Esq.,*  
for the General Counsel.  
*Michael T. Scaraggi, Esq.,*  
for Respondent.  
*Seth Kennedy, Esq.,*  
for the Charging Party.

**DECISION**

**STATEMENT OF THE CASE**

JEFFREY P. GARDNER, Administrative Law Judge. This case was tried in Newark, New Jersey on consecutive days beginning on May 7, 2019 and ending on May 8, 2019. The complaint alleges that the Respondents (Silver Services Group Corp. and Precise Services Corp.)<sup>1</sup> are alter egos of each other and that these entities have been violating Section 8(a)(5) and (1) of the Act by failing and refusing to bargain with the Charging Party Union, Local 79 (hereafter “the Union”), on and after October 2018.<sup>2</sup>

In its answer, Respondent denied the essential allegations of the complaint, and raised an affirmative defense that the complaint failed to set forth sufficient facts to

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<sup>1</sup> Hereinafter, the Respondents will be separately identified as “Silver” and “Precise” where necessary for clarity, except I will sometimes collectively refer to them in the singular as Respondent, where appropriate.

<sup>2</sup> Alternatively, the General Counsel argues that Precise is a successor to Silver, and violated Section 8(a)(5) and (1) of the Act by failing and refusing to recognize and bargain with Local 175 as the collective bargaining representative of its employees, when it took over the business of Silver and hired a majority of its employees from the Silver bargaining unit. Because I find that they are alter egos, I find it unnecessary to consider that alternative argument.

support a failure to bargain or a finding of alter ego and/or successor. After the trial, the parties filed briefs, all of which I have read and considered. Based on those briefs and the entire record, including the testimony of the witnesses and my observation of their demeanor, I make the following:

## **FINDINGS OF FACT**

### **I. JURISDICTION**

Respondent and both of its individual entities have been engaged in the business of providing interior demolition services at various jobsites in New York and New Jersey, and maintain their principal offices in Hackensack, NJ. They admit and stipulate to the Board's jurisdiction, including that they are employers engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

Respondent also admits, and I find, that the Union is a labor organization within the meaning of Section 2(5) of the Act. (See GC Exh. 1.)<sup>3</sup>

### **II. ALLEGED UNFAIR LABOR PRACTICES**

#### **THE FACTS**

The two entities in this case, Silver and Precise, were established and are primarily operated by the same two individuals, Ciro D'Amato and Eugene Errico, who are the owners of Silver and Precise, respectively. Both testified at the hearing, as did Raymond Heineman, counsel for the Charging Party. No other witnesses testified. Both Respondents were represented at the hearing by the same counsel.

#### ***The Prior Related Case.***<sup>4</sup>

Previously, I presided over a trial involving Silver Services, in which some of the underlying substantive unfair labor practices herein were litigated. That matter arose out of an organizing drive of Silver's laborers, begun in June of 2016, when officials of the Laborers Eastern Region, of which the Union is a part, began an organizing campaign.

Having gathered a sufficient number of authorization cards, on September 27, 2016, the parties entered into a stipulated election agreement setting the date of a Board election for October 7, 2016, in the following unit:

All full-time and regular part-time laborers employed by [Respondent] at its New York and New Jersey jobsites, but excluding office clerical employees, temporary employees, professional employees, drivers, concrete workers, foremen, guards and supervisors as defined in

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<sup>3</sup> Abbreviations used in this decision are as follows: "GC Exh." for the General Counsel's exhibits, and "R. Brief." for Respondent's Brief. Specific citations are included only where appropriate to aid review and are not necessarily exclusive or exhaustive.

<sup>4</sup> For this section only, I have taken administrative notice of certain facts I had found in my November 3, 2017 Administrative Law Judge Decision in the related prior matter involving Silver Services Group Corp., Case 22-CA-185684 et al.

the Act, and all other employees.

That election never took place, because Silver engaged in a series of unfair labor practices which I found in my November 3, 2017 decision had rendered the chances of having a fair election slight. I found that the employee sentiments expressed in those valid authorization cards were better protected by a *Gissel* bargaining order, which issued therein.

Now, the General Counsel seeks to prove that Silver Services, through D'Amato and Errico, created an alter ego, Precise, using an entity which Errico had previously formed upon the issuance of the Complaint in that prior matter, to avoid the impact of the decision in that prior matter and the obligations that Silver Services agreed to in the parties' post-decisional settlement of that matter.

***Silver Service Group Corp.***

***Ownership, Control, Management, Supervision,  
Business Purpose, Customers and Equipment***

At all material times, Silver has been an interior demolition business, performing interior demolition for commercial and residential property in New York City and Northern New Jersey. D'Amato is its sole owner and at all relevant times served as Silver's President. Silver has been located in Hackensack, NJ, where it maintains both an office and a yard.

As of January 2018, Respondent employed 70 laborer employees to perform its demolition work. Laborers tear down walls and ceilings and place the debris into containers, which they push out of the building and load the debris into dumpsters or onto Respondent's trucks. They used jackhammers, crowbars, hammers and other tools. The foremen drove company vehicles with "Silver" on the outside, which they drive to work with needed tools for the job.

D'Amato, a former laborer himself, was in charge of operations, frequently visiting worksites. Errico served as Silver's Controller, and was in charge of administration and running Silver's office operations, where he spent most of his time. Errico rarely if ever worked out in the field in any capacity. He worked primarily in Silver's Hackensack office.

Silver also owned a small fleet of trucks and vehicles, which continued to be maintained at its Hackensack, NJ property even after Silver ceased performing demolition work and Precise took over performing the work Silver had previously performed. At the time Precise begin performing that work, a clear majority of its laborers were former Silver laborers, all of whom were hired to work for Precise.

***Precise Services Corp.***

***Precise is Created and Funded by Silver/D'Amato***

The facts surrounding the creation and subsequent funding of Precise follow a timeline that began even before my decision in the prior matter, and less than a month after the complaint in that prior matter was filed. On May 11, 2017, Errico incorporated

Precise with the State of New Jersey, and then with the State of New York on May 24, 2017. At the time he incorporated Precise, Errico was still employed by Silver as its controller. Though these initial steps were taken to legally incorporate Precise, there was no apparent effort to fund the new company or begin operations in any capacity at that time or for the first six months of its existence.

That changed just two weeks after my November 3, 2017 decision in the prior matter. On November, 17, 2017, Silver issued a check to its owner, D'Amato, for \$150,000, followed by another check to D'Amato for \$10,000 on November 29, 2017. Two days after the second D'Amato check, on December 1, 2017, \$150,410 was deposited into Precise's bank account.

Precise had not yet begun demolition operations at this time, but on November 20, 2017, Precise paid the initial premium for a general liability and umbrella insurance policy that would allow it to do so. On the policy declarations page, Precise listed the Hackensack, NJ address of Silver's yard as the location where Precise would be conducting its covered business.

Soon after, on December 13, 2017, Silver issued another check to D'Amato, again for \$150,000, and nine days later, on December 22, 2017, another \$150,000 was deposited into Precise's bank account. On December 27, 2017, Precise then issued a check in the amount of \$107,810.97 for a new New York State Worker's Compensation insurance policy.

Not long thereafter, on January 12, 2018, Silver issued still another check to D'Amato, again for \$150,000, and ten days later, on January 22, 2018, \$150,000 was again deposited into Precise's bank account. Four days later, on January 26, 2018, Precise paid \$35,317 for a New Jersey Worker's Compensation insurance policy.

D'Amato admitted that the multiple large checks he had written to himself from Silver's account were deposited into a personal account of his, and that he would then write a check to Errico to deposit into his personal account. Errico in turn paid over those funds to Precise so that Errico could start his "new" business. D'Amato claimed that he wanted to get out of the business with Silver for a variety of reasons, but was willing to financially support his friend getting into the same business with Precise. He acknowledged that Errico would tell him money was needed for Precise, and D'Amato would provide those funds as requested.

Likewise, Errico admitted that he used the money from Silver/D'Amato to fund the startup of Precise. D'Amato and Errico maintained that these money transfers were loans, though both acknowledged that there was no loan agreement evidencing that these transactions were loans. There was also no contemporaneous expectation of any interest to be paid on the loans, and no timetable or other set terms of repayment at the time the loans were made.

*Precise Takes Over for Silver, with no change in Management, Supervision, Business Purpose, Customers, Operation or Equipment.*

Silver ceased demolition operations in its name in January 2018. Immediately upon Silver's cessation of operations in its name, Precise assumed the work for all 12 of Silver's then-remaining open jobs, hiring all of what had been Silver's laborers to

continue performing that work. The transition was so seamless that by the time those employees received their last pay from Silver, they had already put in a full work week for Precise.

5 Indeed, Silver's payroll records confirm that its last week in operation as Silver was the week ending Saturday, January 20, 2018, with the last Silver paychecks being issued on January 26, 2018. Precise's payroll records confirm that it began performing all of what had previously been Silver's remaining jobs on Monday, January 22, 2018, having hired all of the laborers who had been working for Silver.

10 Not only did Precise begin performing the Silver work using Silver's former employees, those newly-minted Precise employees used Silver's tools to conduct the demolition work, Silver's containers to place the demolition debris, Silver's trucks to transport those containers, Silver's carting license to dispose of the debris, and Silver's yard to store those trucks overnight. Their work was still directed by D'Amato and supervised by the same foremen, and they were paid at the same rate.

15 It appears the only changes to the operation were the title used by Errico and the name on the employees' next paycheck, and there is no indication that either of those changes were formally announced to the laborers. Despite the change in Errico's official title from Silver's former controller to owner of Precise, his duties were essentially unchanged, in charge of payroll, billing, and managing Silver's bank accounts. However, he acknowledged that he also continued performing unpaid administrative duties on behalf of Silver.

25 In addition, Precise hired D'Amato as its field super, in charge of its operations, directing employees and serving as the point of contact for contractors (all of which were former Silver contractors), essentially the same duties he performed for Silver. His salary at Precise remained the same as it was at Silver, which was higher than Errico's despite his being Precise's owner.

*Silver Hides the Transition of Operations to Precise from the Board  
and the Union while Continuing to Fund Precise's Operations*

35 Meanwhile, as all these steps were being taken to capitalize Precise, readying its ability to begin operating with funds from Silver and D'Amato, Silver was representing to the Board and the Union its interest in participating in the Board's alternative dispute resolution process to settle the outstanding unfair labor practices found in the prior matter. Silver did not inform the Board or the Union at that time that it was ceasing its own operations, and that Precise was going to be taking over its jobs and hiring all of its employees.

40 On February 14, 2018, Silver entered into an informal settlement agreement with the General Counsel and the Union which conditionally resolved the prior matter. By the terms of the agreement, Silver agreed to recognize and bargain in good faith with the Union as the exclusive representative of Silver's laborers performing work in New York and New Jersey. Yet, unbeknownst to either the Union or the Board, Silver had already exited the business, Precise had taken over, and all of Silver's former laborers now worked for Precise.

Just prior to the parties' reaching that settlement, but, significantly, after Precise had already begun performing all of Silver's previous work, Silver issued another large check to D'Amato on February 9, 2018, this time for \$75,000. Two weeks later, on February 23, 2018, \$75,000 was deposited into Precise's bank account. The same  
5 happened three months later, when Silver issued a check to D'Amato for \$75,000 on May 3, 2018, and a week later, on May 10, 2018, \$75,000 was deposited into Precise's bank account.

Nor were these the only unusual financial transactions between Silver and  
10 Precise which took place after Silver had ceased its operations and Precise had taken them over. In March 2018, Silver paid the monthly premium for dental insurance for the Precise employees. Curiously, Errico signed the Silver check paying for that coverage as its controller, though he was purportedly no longer employed by Silver anymore.

By April 2018, Precise had begun paying that monthly dental premium from its  
15 own bank account, but its employees still apparently remained covered under their Silver dental insurance policy number. Similarly, Silver initially paid the health insurance premiums for what were now Precise employees, and again, even after Precise took over the payment, the health insurance policy number remained the same  
20 as it had been when the employees worked for Silver.

While these financial transactions were still happening, and while Precise had been performing for over a month the demolition work that Silver was no longer performing, Silver nevertheless was continuing to participate in what purported to be a  
25 bargaining process with the Union pursuant to the February 14, 2018 Settlement Agreement. On March 6, 2018, the Union had requested to bargain with Silver, proposing dates in March and April 2018, and Silver advised the Union as late as May 2018 that it was still performing as many as 8 jobs and employing up to 47 laborers, and willing to bargain over their terms and conditions.

The parties (Silver and the Union) did not ultimately meet in person to bargain  
30 for the first time until August 23, 2018. At that time, Silver still had not advised the Union that Precise had taken over all of its work or even identified Precise as an entity. It also did not advise the Union that it no longer employed any laborers. Yet, Silver  
35 went through the motions of discussing wages and other terms and conditions, and scheduled another meeting to continue negotiations.

The parties (again, Silver and the Union) met again on September 14, 2018,  
40 and again discussed wages and other terms and conditions. Nevertheless, Silver did not identify Precise at this meeting either, and still did not inform the Union that Silver had long ago ceased performing demolition work nor that it no longer employed any laborers. An additional meeting took place later in September, and still there was no mention of either subject.

Thereafter, on October 24, 2018, Silver informed the Union for the first time that  
45 it was exiting the demolition business and that it would no longer bargain with the Union. This communication was sent by email from Silver's attorney, and confirmed by him in a subsequent email. However, even at this point, Silver made no mention of Precise, and gave no specific date as to when it ceased its operations.  
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Prior to that email exchange, the Union was under the impression that Silver was operating as normal. Respondent had provided no indication of nor evidence to the contrary. Upon learning of what it believed to be Silver's new status, the Union investigated and learned for the first time that its laborers, who had been working all along, were being paid by Precise. The within charge was filed immediately thereafter.

By letter dated November 13, 2018, the Union requested that Precise recognize and bargain with the Union as the exclusive collective bargaining representative of its laborers. Precise did not respond to that letter.

### **Credibility**

Many of the above factual findings are based on uncontradicted testimony, authenticated documentary evidence and testimony against interest by D'Amato and Errico, which amounted to admissions. To the extent that D'Amato and Errico gave arguably exculpatory testimony for their actions, I reject their testimony. I found both to be unreliable witnesses.

D'Amato's testimony was often evasive and/or defensive. He was unable to recall important details in his testimony, including on significant matters. When he did testify to specifics, his testimony was frequently unreliable, as he repeatedly altered his testimony when presented with contradictory documentary evidence.

I found Errico to be similarly not credible. Errico's testimony that he started his own business was specifically belied by the companies' own payroll records which demonstrated that there was no gap at all in what was essentially a seamless continuation from one entity to the other. It was further undermined by inconsistencies in his version of how Precise was initially funded, which were only revealed when he was confronted with contradictory documentary evidence.

Moreover, I find the explanations both D'Amato and Errico gave for their allegedly separate business ventures are implausible considering the direct and contemporaneous transfers of funds between the two entities, the transparent attempt to conceal those transfers by routing them through D'Amato and Errico, and the lack of credible documentary support for their descriptions of the dealings between the two entities. As such, I do not credit their testimony where it differs from my otherwise supported factual findings.

By contrast, I found Heineman to be a very credible witness. Though his interests are obviously aligned with the charging party, I found his demeanor to be honest and straightforward, and his recollection to be clear. In particular, I found his testimony regarding what and when the Union knew about the relationship between Silver and Precise to be both consistent and persuasive.

### **ANALYSIS**

The Supreme Court has long-recognized that the operation of a prior enterprise under a different name can, in certain circumstances, constitute a "disguised continuance" binding the new company to the old company's obligations under the Act. *Southport Petroleum Co. v. NLRB*, 315 U.S. 100, 106 (1942). In determining whether an enterprise is a "disguised continuance" or "alter ego" of another business, the Board

examines whether the entities share substantially identical management, business purpose, operation, equipment, customers and supervision.

Other factors include common ownership<sup>5</sup> or control, lack of arm's length dealings between the two entities and whether one entity was formed or used to avoid union obligations under the Act. No one factor is controlling and not all the indicia need be present to find an alter ego relationship. *Kenmore Contracting Co.*, 289 NLRB 336, 337 (1988), enfd. 888 F.2d 125 (2d Cir. 1989), and cases there cited. See also *U.S. Reinforcing, Inc.*, 350 NLRB 404, 404–405 (2007).

The Board developed its alter-ego doctrine precisely in order “to prevent employers from evading obligations under the Act merely by changing or altering their corporate form.” *NLRB v. Allcoast Transfer, Inc.*, 780 F.2d 576, 579 (6<sup>th</sup> Cir. 1986). The facts here could hardly fit this description more closely.

And because an alter ego is considered the same enterprise as the related employer for purposes of the Act, the alter ego is bound by the collective-bargaining agreement between the related entity and its union. *Midwest Precision Heating & Cooling, Inc. v. NLRB*, 408 F.3d 450, 458 (8<sup>th</sup> Cir. 2005), and is responsible for the other entity's unfair labor practices. *Howard Johnson Co., Inc. v. Detroit Local Joint Exec. Bd.*, 417 U.S. 249, 259 n.5 (1974).

#### **A. Silver and Precise Were and Are Alter Egos.**

##### **1. Substantially Identical Management, Business Purpose, Operations, Equipment, Customers and Supervision**

Many of the facts that support a finding of alter ego are barely in dispute here. Regarding Respondent's common management and supervision, the two entities admittedly shared substantially identical day-to-day management and supervision. D'Amato was hired by Precise as its “field sup,” at his prevailing Silver salary, and ran its operations much as he had Silver's. And, the foremen supervisors of Silver were hired by Precise and continued in their same roles when operations switched over from Silver to Precise.

Errico was the controller for Silver, in charge of payroll, billing, and managing Silver's bank accounts. He performed those same administrative duties for Precise, and despite holding the title of Owner and President, he was still paid less than D'Amato. Errico also acknowledged still taking direction from D'Amato even after Precise was fully operating.

Moreover, the facts of this case conclusively show that Silver and Precise share the same business purpose, operations and equipment. It is undisputed that both entities are primarily engaged in the business of providing demolition services in the

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<sup>5</sup> Although there is a technical difference in ownership of these two entities, It should be noted that although D'Amato is undisputedly the sole owner of Silver, and Errico is technically the sole owner of Precise, Errico's separate “ownership” is the result of less than arm's length business transactions, which calls into question whether the two entities really have two different owners. Nevertheless, common ownership is not required for an alter ego finding, and it is clear that these two individuals exercised the same control over both entities.



greater New York area, and that Precise initially performed that work exclusively for the exact same customers Silver had.

In Silver, D'Amato had built a successful demolition business, securing high-value contracts with various customers, and employing as many as 70 laborers, and additional non-unit employees. By contrast, Precise essentially stepped in to replace Silver having undergone none of the ordinary and expected vetting one might expect to take on that work, and apparently paying nothing for the benefit of Silver's business.

At its inception, Precise had no other customers besides those which had previously been Silver's customers, all of which essentially became Precise's own customers. And, when it began its operations, Precise employed every one of the former laborers of Silver for the new company. As such, Precise's operations were virtually unchanged from what had been Silver's.

With regard to their equipment, in addition to both entities performing the same type of work, both used not only the same type of tools and equipment, but literally the same tools, the same containers, and the same trucks that still bore Silver's name and were stored in Silver's Hackensack, NJ yard. Precise also used Silver's carting license to be able to do its work, as it did not have that required license.

Based on these facts, it is clear that Silver and Precise had substantially identical management and supervision which strongly supports a finding of alter ego. And, it is indisputable that the operations, equipment and business purposes of these two entities are essentially identical.

## 2. Lack of an arm's length relationship

In addition to these entities sharing common management, ownership, supervision, business purpose, operations and equipment, there is substantial evidence of a lack of an arm's length relationship in the many transactions between the two companies, which is an additional factor to consider in making an alter ego determination.

For example, there were no credible records produced to support a finding that Precise's use of Silver's equipment, trucks and carting license were the product of arm's length dealings. Nor was there any evidence that Precise compensated Silver in any way for the assistance in securing the substantial work that Precise inherited on day one of its operations.

Indeed, when Precise began its operations, it obtained the considerable capital investment needed in order to begin work, including for insurance, equipment, materials and labor substantially from Silver, through D'Amato. Yet, there was no credible or documented explanation in the record for when and under what terms those "loans" were to be repaid or even precisely how much the total indebtedness to Silver/D'Amato was.

This in particular is textbook evidence of a lack of arm's length dealings between the two entities. It also demonstrates the enormous financial control which D'Amato had over Precise, regardless of the legal corporate structure and its technical ownership by Errico.

### 3. Intent to evade the Act

Finally, I find there is substantial evidence that Precise was formed as a way to avoid its obligations under the Act, specifically the bargaining obligations found in my decision in the prior unfair labor practice case, and its subsequent Settlement Agreement with the Board and the Union, in which it had agreed to bargain with the Union. Though arguing against such a finding, Respondent essentially admits as much.

Errico testified that Precise was established to work exclusively non-union, and with that acknowledgement, hired the entirety of Silver's union employees and took over the same jobs. And, the circuitous path D'Amato and Errico used to fund Precise, with financial transactions running from Silver to D'Amato to Errico to Precise reveals their knowledge of and intent to evade the Act.

Taking all these facts together, it is clear that Silver and Precise share substantially identical management, business purpose, operation, equipment, customers and supervision – essentially every indicia of an alter ego. Moreover, these two entities also exhibit other factors including common control, lack of arm's length dealings between the two entities and what amounts to an admission that one entity was formed or used specifically to perform the demolition work with a non-union workforce, in violation of the Act.<sup>6</sup>

### 4. Respondents' arguments for why the Alter Ego Doctrine Should Not Apply to Silver and Precise Fall Short.

The Board has found entities to be alter egos whether they were operating at the same time, or where one entity took over the operations of another which ceased to operate. It is just such a disguised continuance of a previously operating business that the alter ego analysis is designed to prevent and is present here.

Respondents argue that the facts do not support a finding of alter ego, maintaining that the two entities are sufficiently separate. It even posits the bizarre notion that there is no evidence that Silver and D'Amato even knew about Precise at the time Silver was meeting to negotiate with the Union. (R. Brief, p. 3). For the reasons described above, the facts here unmistakably show that Silver and Precise were and are alter egos, and that Silver's bargaining obligations continue to apply to Precise.

As such, I find that Respondent Silver and Precise have violated and continue to violate Section 8(a)(5) of the Act by failing and refusing to bargain with the Union since October 24, 2018.

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<sup>6</sup> As noted earlier, because I find that Silver and Precise are alter egos, I find it unnecessary to consider in detail whether Precise was also a successor. However, I would note that in the absence of an alter ego finding, the evidence would overwhelmingly support a finding that Precise was Silver's successor, and would therefore be bound by Silver's bargaining obligations.

### Conclusions of Law

1. As of September 30, 2016, the Union had the majority support of Respondent Silver's employees in the following appropriate unit:

All full-time and regular part-time laborers employed by Respondent Silver at its New York and New Jersey jobsites, but excluding office clerical employees, temporary employees, professional employees, drivers, concrete workers, foremen, guards and supervisors as defined in the Act, and all other employees.

2. As of May 11, 2017, Respondent Precise was created in anticipation of establishing an alter ego of Respondent Silver.

3. As of January 22, 2018, Respondent Precise had taken over Respondent Silver's demolition operations altogether, and was an alter ego of Silver, obligated to bargain with the Union.

4. As of February 14, 2018, Respondent Silver agreed to recognize and bargain with the Union as the exclusive collective bargaining representative of the above unit.

5. As of October 24, 2018, Respondent, including Respondents Silver and Precise, has refused to bargain with the Union.

6. The above violations constitute unfair labor practices that affect commerce within the meaning of the Act.

### Remedy

Having found that Respondent has engaged in certain unfair labor practices, I shall order it to cease and desist therefrom and to take appropriate affirmative action designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended:<sup>7</sup>

### ORDER

The Respondent, its officers, agents, successors, and assigns shall

1. Cease and desist from

(a) Refusing to bargain collectively in good faith with the Union, Laborers Local 79, Laborers International Union of North America.

(b) In any other manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

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<sup>7</sup> If no exceptions are filed as provided in Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Board's Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain in good faith with Laborers Local 79, Laborers International Union of North America as the exclusive bargaining representative of the employees in the following appropriate unit concerning terms and conditions of employment, and, if an understanding is reached, embody the understanding in a signed agreement:

All full-time and regular part-time laborers employed by Respondent at its New York and/or New Jersey jobsites, but excluding office clerical employees, temporary employees, professional employees, drivers, concrete workers, foremen, guards and supervisors as defined in the Act, and all other employees.

(b) Within 14 days after service by the Region, post at its Hackensack, New Jersey and any New York, New York facilities, copies of the attached notice marked "Appendix"<sup>8</sup> in both English and Spanish. Copies of the notice, on forms provided by the Regional Director for Region 22, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. If the Respondent has gone out of business or closed either of the facilities involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since January 22, 2018.

(c) Within 21 days after service by the Region, file with the Regional Director for Region 22 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C. May 11, 2020



Jeffrey Gardner  
Administrative Law Judge

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<sup>8</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

**APPENDIX**

**NOTICE TO EMPLOYEES**

**Posted by Order of the  
National Labor Relations Board  
An Agency of the United States Government**

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

**FEDERAL LAW GIVES YOU THE RIGHT TO**

Form, join, or assist a union  
Choose representatives to bargain with us on your behalf  
Act together with other employees for your benefit and protection  
Choose not to engage in any of these protected activities.

**WE WILL NOT** fail and refuse to recognize and bargain with Laborers Local 79, Laborers International Union of North America (the Union) as the exclusive collective-bargaining representative of our employees in the bargaining unit.

**WE WILL NOT** in any other manner interfere with, restrain or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

**WE WILL**, on request, bargain in good faith with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the following bargaining unit:

All full-time and regular part-time laborers employed by us at our New York and New Jersey jobsites, but excluding office clerical employees, temporary employees, professional employees, drivers, concrete workers, foremen, guards and supervisors as defined in the Act, and all other employees.

SILVER SERVICES GROUP CORP.

(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

PRECISE SERVICES CORP.

(Employer)

Dated \_\_\_\_\_ By \_\_\_\_\_  
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: [www.nlr.gov](http://www.nlr.gov).

20 Washington Place, 5th Floor, Newark, NJ 07102-3110  
(973) 645-2100, Hours: 8:30 a.m. to 5 p.m.

The Administrative Law Judge's decision can be found at [www.nlr.gov/case/22-CA-230596](http://www.nlr.gov/case/22-CA-230596) or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half Street, S.E., Washington, D.C. 20570, or by calling (202) 273-1940.



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